

**'REVISED'  
MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO: The Honorable City Council**

**FROM: Jeremy Laurentowski, Parks and Recreation Director**  
**BY: Allen Walter, Landscape and Parks Superintendent**

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**DATE: October 1, 2014 (CC Meeting of October 1, 2014)**

**SUBJECT: Consider Award of Agreement to Mariposa Landscapes, Inc., for Tree Maintenance Services at City Landscape Maintenance Districts, Parks and Various City Properties**

**BACKGROUND**

**This report is a revision to the City Council agenda report dated August 22, 2014.**

On July 16, 2014, the City Council approved the Tree Maintenance Services Contract Documents and Specifications (bid documents) for the Landscape Maintenance Districts (LMD), Parks, and various City properties, and directed staff to advertise a Request for Proposals (RFP) in order to solicit bid proposals from qualified tree maintenance services contractors. The bid documents approved by the City Council included an updated Scope of Work for tree maintenance services for all City maintained trees. Since 2000, West Coast Arborists, Inc. (WCA) has held the City's tree maintenance contract and has provided general tree pruning, removal, and planting services, in addition to a web-based tree Inventory and emergency services. On average, the City typically spends approximately \$165,000 annually to complete this work. The updated Scope of Work approved by the City Council includes a Global Positioning System (GPS) based tree inventory that is compatible with the City's Geographical Information System (GIS), requires that the contractor have available two (2) International Society of Arboriculture (ISA) certified arborists on staff, provides an annual tree inspection and maintenance report, and provides the City with a cost option to recycle selected removed trees as milled lumber, in addition to the above tree maintenance services. All tree trimming and tree removal by-products (woodchips) will continue to be recycled and utilized as mulch throughout the City to retain soil moisture and reduce water use.

**DISCUSSION**

On August 5, 2014, staff held a mandatory pre-bid conference to review the RFP and tour of the tree locations for the LMD's, Parks, and various miscellaneous City properties. Five tree maintenance contractors attended: WCA, ValleyCrest, Inc., Mariposa Landscapes, Inc. (Mariposa), United Pacific Services, Inc. (United), and TreePros, Inc. Of the five contractors that attended, three responded to the RFP on the

submittal due date of August 21, 2014: United, WCA and Mariposa. However, it recently came to staff's attention that there was an ambiguity in the RFP, particularly related to item no.(s) 6, 7 and 9 in the Bid Schedule. Those items read as follows:

6. CREW RENTAL

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.

Per man hour \$ \_\_\_\_\_

7. CREW RENTAL (overtime)

Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.

Per man hour \$ \_\_\_\_\_

9. EMERGENCY CREW RENTAL

Crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.

Per man hour \$ \_\_\_\_\_

The ambiguity was related to whether a 'per man hour' rate refers to the entire three (3) person crew described in those items, or to the individual members of each crew. On September 30, 2014, staff received an email from Mariposa Landscapes, Inc. (Mariposa) stating that they interpreted the Bid Schedule, item no.(s) 6, 7 and 9, based on the total man hour cost for a three-person crew, not individual man hour. The City initially interpreted the Bid Schedule as requiring a cost per individual man hour, not the total man hour cost for the three-person crew. Due to the ambiguity in the RFP, and the fact that the calculated total annual costs is subject to two different interpretations, staff has corrected the numbers in the table below to show that the rate for all 3 bidders as per individual man hours. These numbers can also be multiplied by 3 and set forth as the hourly rate for the 3 person crew, with the same result. Based on this information, Mariposa is the lowest bid for the tree maintenance services contract. It should be noted that neither State law nor City Code requires a formal bid procedure for service contracts. Staff has implemented sealed bid process for large service contracts based on the fact that the annual cost of the service contract is high and requires funding contributions from the General Fund.

The following is the Bid Schedule originally presented to the City Council. The items referenced above have been corrected and are shown in bold text.

**BID SCHEDULE RESULTS FOR TREE MAINTENANCE SERVICES**

DESCRIPTION	UNIT	RESPONSIVE BIDDERS COST PROPOSALS		
		United Pacific Services	West Coast Arborist	Mariposa Landscape
Grid Pruning Services	Per Tree	\$45.00	\$57.00	\$42.00

(Mass pruning within a given area & specific time frame: 30+ trees)				
Full Pruning Service (Individual tree trimming services on an as-needed basis)				
0-6" dbh	Per Tree	\$35.00	\$57.00	\$25.00
7-16" dbh	Per Tree	\$85.00	\$57.00	\$56.00
17-24" dbh	Per Tree	\$125.00	\$157.00	\$123.00
25-36" dbh	Per Tree	\$165.00	\$277.00	\$157.00
37" dbh or over	Per Tree	\$185.00	\$277.00	\$189.00
Tree and Stump Removal	Per DBH In	\$24.00	\$25.00	\$23.00
Tree Only Removal	Per DBH In	\$16.00	\$15.00	\$18.00
Stump Only Removal	Per Diameter	\$8.00	\$10.00	\$7.00
Tree Planting 15 Gallon w/o RB	Per Tree	\$100.00	\$100.00	\$111.00
Tree Planting 15 Gallon w/ RB	Per Tree	\$65.00	\$90.00	\$95.00
Tree Planting 24" Box w/o RB	Per Tree	\$175.00	\$210.00	\$265.00
Tree Planting 24" Box w/RB	Per Tree	\$175.00	\$210.00	\$265.00
Arborist Services	Per Hour	\$25.00	\$60.00	\$55.00
ISA Cert. Arborist Services	Per Hour	\$35.00	\$60.00	\$55.00
Palm Tree Pruning				
Coco Palm	Per Tree	\$15.00	\$27.00	\$40.00
Washingtonia Palm	Per Tree	\$25.00	\$47.00	\$55.00
Canary Island Palm	Per Tree	\$35.00	\$47.00	\$135.00
Crew Rental (3 man crew)	Per Crew Hour	\$55.00	\$60.00	<del>\$135.00</del> <b>\$45.00</b>
Crew Rental Overtime	Per Crew Hour	\$65.00	\$60.00	<del>\$195.00</del> <b>\$65.00</b>
Emergency Crew Rental	Per Crew Hour	\$75.00	\$60.00	<del>\$225.00</del> <b>\$75.00</b>
*Tree Inventory				
*Standard Non-GPS Inventory	Program Cost	\$0	\$0	\$8,500
*GPS/GIS Tree Inventory	Per Tree Site	\$3.50	\$2.00	\$4.00
Annual Tree Inspection/Report	Per Hour	\$45.00	\$60.00	\$124.00
Milled Urban Lumber				
25-30" Diameter	Per Board Foot	\$3.50	\$10.00	\$1.35
31-36" Diameter	Per Board Foot	\$3.50	\$10.00	\$1.50
Over 36" Diameter	Per Board Foot	\$3.50	\$10.00	\$1.75
* Staff recommends deferring the tree inventory to allow staff time to research cost options				

The Bid Schedules submitted by the three contractors provides the City with specific costs associated with individual tree maintenance services. In order to confirm that Mariposa provided the apparent low bid for this work, staff compared the Bid Schedules to the quantity of tree services completed in FY 2013/14. The comparison cost is based on five major service areas typically performed by the tree maintenance contractor: Grid Pruning Services, Tree and Stump Removal, Stump Only Removal, Crew Rental, and Emergency Crew Rental. The results are as follows (corrected items are in bold):

Service	Amount	United Pacific Services	West Coast Arborist	Mariposa Landscape
Grid Pruning Services	1969 Trees	X \$45 = \$88,605	X \$57 = \$112,223	X \$42 = \$82,698
Tree/Stump Removal	1271 Inches	X \$24 = \$30,504	X \$25 = \$31,775	X \$23 = \$29,233
Stump Removal Only	2 Stumps	X \$8 = \$16	X \$10 = \$20	X \$7 = \$14
Crew Rental	571 Hours	X \$55 = \$31,405	X \$60 = \$34,260	<b>X \$45 = \$25,695</b>
Emergency Crew Rental	6 Hours	X \$75 = \$450	X \$60 = \$360	<b>X \$75 = \$450</b>
<b>TOTALS:</b>		<b>\$150,980</b>	<b>\$178,638</b>	<b>\$138,090</b>

Based on this information, staff has determined that Mariposa is the lowest bidder at \$138,090, followed by United at \$150,908 and West Coast Arborist at \$178,638.

Staff has performed the necessary background investigation for Mariposa and has verified that the contractor has the required experience and possesses the necessary licenses as outlined in the bid documents. Mariposa currently provides tree maintenance services for Thousand Oaks, Palmdale, and San Marino, and they have adequate experience working for public agencies. It should be noted that part of the contract for tree maintenance services includes emergency services, such as tree removals during traffic accidents or inclement weather. The bid documents require that the contractor provide a response time to emergencies of no more than one hour upon notification by the City. Mariposa has a service yard based in Somis, CA and will be able to meet the City's emergency response requirement.

The City Council is being asked to consider a 24-month agreement (October 1, 2014, through September 30, 2016) with an option to extend the agreement for three (3) additional one (1) year periods to the lowest responsive bidder, Mariposa Landscapes, Inc., for tree maintenance services in the LMDs, Parks, and various miscellaneous City properties.

It should be noted that the original agenda report submitted to the City Council on August 22, 2014, included an update to the City's tree inventory to include a Global Positioning System (GPS) database that is compatible with the City's Geographical Information System (GIS). By adding the GPS database to the tree inventory, the City would be able to identify the actual geographical location for all City maintained trees. These include City maintained street trees, LMD's, park, open space properties and other miscellaneous City properties. Once the GPS tree inventory is complete, the data will be installed onto the City's GIS system creating an Internet-based tracking program that allows the City to manage information regarding every City tree, including the description of each tree by species, height, diameter, maintenance history, and site location. Staff recommends deferring this work in order to allow staff time to research cost options. Staff estimates that the total cost for this work is approximately \$100,000.

### **FISCAL IMPACT**

The FY 2014/15 operating budget included \$256,795 for tree maintenance services for the LMDs, Parks, and miscellaneous City properties, which is an increase of \$91,535 as compared to the FY 2013/14 operating budget. This is primarily due to the sequoia tree removals and replacements that will be required on Tierra Rejada, and the addition of LMD Zone 20 (Meridian Hills Tract 5187). Staff is not requesting additional appropriation at this time.

### **STAFF RECOMMENDATION**

1. Award a 24-month agreement (October 1, 2014, through September 30, 2016), with an option to extend the agreement for three (3) additional one (1) year periods to Mariposa Landscapes, Inc., for tree maintenance services at the LMDs, Parks, and miscellaneous City properties, excluding the GPS inventory, for a total cost of \$256,795, and authorize the City Manager to execute the

agreement, subject to final language approval by the City Manager and City Attorney.

Attachments:

1. Agreement – Mariposa Landscapes, Inc.

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
MARIPOSA LANDSCAPES, INC., FOR TREE MAINTENANCE SERVICES**

**THIS AGREEMENT**, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Moorpark, a municipal corporation ("City") and Mariposa Landscapes, Inc., a corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**WHEREAS**, City has the need for services related to tree maintenance services, to include tree pruning, tree removal, tree planting, milled lumber, and tree inspections, at City Landscape Maintenance Districts, Parks, and various miscellaneous City properties as needed; and

**WHEREAS**, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

**WHEREAS**, the City Council, at a meeting held on October 1, 2014, authorized the City Manager to enter into this Agreement after public bidding.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution and will expire on September 30, 2016, unless this Agreement is terminated or suspended as referred to herein.

Upon the mutual written agreement of both parties, the term of this Agreement may be extended for three (3) additional one (1) year periods.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide tree maintenance services, to include tree pruning, tree removal, tree planting, milled lumber, and tree inspections at City Landscape Maintenance Districts, Parks, and various miscellaneous City properties as set forth in Exhibits B, Contractor's Bid Proposal, dated August 21, 2014, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Schedule" and as set forth in Exhibit B, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Performance Bond; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit B.

Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibits B and C. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibits B and C.

Compensation for services to be performed by Contractor shall be in accordance with Exhibit B. Compensation shall not exceed two hundred fifty-six thousand seven hundred ninety-five dollars (\$256,795) annually, without a written amendment to the Agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor's compliance.

### 3. PERFORMANCE

Contractor shall at all times faithfully, competently, and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

### 4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be Terry Noriega and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

## 5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed two hundred fifty-six thousand seven hundred ninety-five dollars (\$256,795) annually for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice. Contractor shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

## 6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend, or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City may proceed in the manner set forth in Section 6-4 of the Greenbook.

## 7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this

Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### 8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall forfeit and pay to the City, as liquidated damages, the sum of one hundred fifty dollars (\$150.00) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

#### 9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes,

and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times

observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section [Labor Code Section 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or

its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021

To: Mariposa Landscapes, Inc.  
Terri Noriega  
15529 Arrow Highway  
Irwindale, CA 91706

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other

action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, Sections, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, Sections, and Exhibits hereof.

25. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in this Agreement for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

Contractor is bound by the contents of City's Bid Package and Schedule, Exhibits B and C attached hereto and incorporated herein by this reference as though set forth in full. In the event of conflict, the requirements of the City's Bid Package and this Agreement shall take precedence over those contained in the Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

MARIPOSA LANDSCAPES, INC.

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
Terry Noriega, President

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk

## EXHIBIT A

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, collapse or underground hazard (XCU)
- a. Products and completed operations
- b. Pollution liability
- c. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1,000,000 per accident for all covered losses.

3. Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date of 2004. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others

providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers on this project through Contractor. City shall determine the liability limit.

**EXHIBIT B**

**BID FORMS**

**TO BE COMPLETED BY BIDDER  
AND SUBMITTED WITH BID**

**PROPOSAL FORM**  
**TREE MAINTENANCE SERVICES**

TO THE CITY OF MOORPARK, as City:

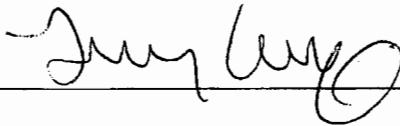
In accordance with City's Notice Inviting Sealed Bids, and the instructions to bidders, the undersigned bidder hereby proposes to furnish all materials, equipment, tools, labor, transportation and incidentals required for the above stated project as set forth in the Contract Documents and to perform all work in the manner and time prescribed therein.

Bidder declares that this proposal is based upon careful examination of the work sites and all contract documents. If this proposal is accepted for award, bidder agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal.

Bidder understands that a bid amount is required in a manner set forth in the Bid Schedule solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. **THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the bidder's default in executing the required contract and filing the necessary bonds and insurance certificates within fourteen (14) days, after the City has mailed notice of the award of contract to the bidder, this bid and the acceptance hereof may, at the City's option, be considered null and void.

Authorized Signature \_\_\_\_\_



Name Terry Noriega

Title President

**ACKNOWLEDGMENT**

State of California  
County of Los Angeles )

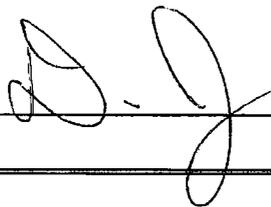
On August 20, 2014 before me, D. Jones  
(insert name and title of the officer)

personally appeared Terry Noriega  
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in  
his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the  
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature 

(Seal)

## BID SCHEDULE

(Replaces Page 11 in RFP Dated July 2, 2014)

### **TREE MAINTENANCE SERVICES URBAN FORESTRY CARE AND TRIMMING SERVICES**

The Bidder agrees to furnish all materials, supplies, equipment and/or services set forth herein, in accordance with the contract documents and specifications outlined in the Request for Proposal (RFP), at prices indicated below. All applicable services include cleanup and disposal.

1. **GRID OR ANNUAL TREE TRIMMING**

A systematic tree trimming program composed of pre-designed Landscape Maintenance Districts (LMD) and Parks that are trimmed annually. Trees in a grid will include all large, medium, and small trees. All trimming is performed in accordance with the standards established by the International Society of Arboriculture, American National Standards Institute, and the City.

Unit Price  
\$42.00

2. **FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS**

Trees requiring full trim based on service or special requests. All trimming is performed in accordance with the standards established by the International Society of Arboriculture, American National Standards Institute, and the City.

Size	Unit	Unit Price
0-6" dbh	per tree	<u>\$ 25.00</u>
7-16" dbh	per tree	<u>\$ 56.00</u>
17-24 dbh	per tree	<u>\$ 123.00</u>
25-36 dbh	per tree	<u>\$ 157.00</u>
37 dbh & over	per tree	<u>\$ 189.00</u>

3. **PALM TREE TRIMMING**

	Unit	Unit Price
Coco Palm, any size	per tree	<u>\$ 40.00</u>
Washingtonia Palm, any size	per tree	<u>\$ 55.00</u>
Canary island Date Palm, any size	per tree	<u>\$ 135.00</u>
Prune all other Palm Species		

4. **TREE REMOVAL**

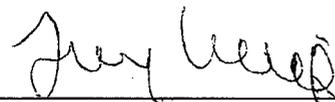
	Unit	Unit Price
Complete tree and stump removal	per dbh	<u>\$ 23.00</u>
Tree removal only	per dbh	<u>\$ 18.00</u>
Stump only removal	per dbh	<u>\$ 7.00</u>

5. **TREE PLANTING**

	Unit	Unit Price
15 gallon tree with root barrier	per tree	<u>\$ 111.00</u>
15 gallon tree without root barrier	per tree	<u>\$ 95.00</u>
24 inch box tree	per tree	<u>\$ 265.00</u>
24 inch box tree without root barrier	per tree	<u>\$ 250.00</u>

6. **CREW RENTAL**  
 Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.  
 Per man hour ~~-\$135.00~~ \$45.00
7. **CREW RENTAL (overtime)**  
 Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.  
 Per man hour ~~-\$105.00~~ \$65.00
8. **ARBORIST SERVICES**  
 Arborist services provided by the hour as prescribed per these Specifications.  
 Per hour \$55.00
9. **EMERGENCY CREW RENTAL**  
 Crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.  
 Per man hour ~~-\$225.00~~ \$75.00
10. **TREE INVENTORY**  
 GPS/GIS Tree Inventory Per tree site \$4.00
11. **STANDARD (Non-GPS) TREE INVENTORY**  
 Provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree planting site location.  
 Program cost \$8,500.00
12. **ISA CERTIFIED ARBORIST**  
 Arborist available upon request Per hour \$55.00
13. **Annual Tree Inspection (Hazard) Report**  
 Provide a written annual inspection of City trees that identifies problems and provides hazard mitigation measures.  
 Per hour \$124.00
14. **Removal and Processing of Milled Urban Lumber**  
 25" to 30" dbh Per board foot \$1.35  
 31" to 36" dbh Per board foot \$1.50  
 Over 37" dbh Per board foot \$1.75
- TOTAL COST FOR THIS BID SCHEDULE** \$10,888.60

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents for the amounts shown on Bid Schedule.

  
 \_\_\_\_\_  
 Contractor's Authorized Signature



All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None

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IN WITNESS WHEREOF, bidder executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 21 day of August, 2014.

Bidder Mariposa Landscapes, Inc.  
15529 Arrow Highway, Irwindale, CA 91706

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**ALL SIGNATURES MUST BE WITNESSED BY NOTARY**  
**(Attach appropriate executed form)**



\$200,000.00

12/2012-Current

Contract amount

Contract period (start and end date)

Description of services (please be specific, describe tree grid pruning, service responses, tree planting and removal, and emergency response protocol, consistent with above directions)

Tree Maintenance Services - Pruning, Removal, Planting, Emergency Services, GIS Tree Inventroy, Grid Pruning. Planting.

3. City of Palmdale

Name of Organization

39110 3rd Street East, Palmdale, CA 93550

Address

Steve Montenegro

661-267-5300 smontenegro@cityofpalmdale.org

Contact Person

Telephone number and email address

\$180,000.00

07/2012-02/2014

Contract amount

Contract period (start and end date)

Description of services (please be specific, describe tree grid pruning, service responses, tree planting and removal, and emergency response protocol, consistent with above directions)

Tree Maintenance Services, Emergency Tree Work, Park Pruning/Removals, LMA Pruning.

\*Bidder may attach additional sheets as needed. Additional references shall be listed in the same format as above.

## SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors who will perform any work described in the Scope of Services.

Subcontractor Name: DC Johnston Milling Company	License No: 609208 Classification: B
Subcontractor Address: PO Box 940637, Simi Valley, Ca 93094	Subcontractor Phone: 805-526-0824
Type of Work:  Processing of Milled Urban Lumber	Portion of work to be done:  Bid Item # 14
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Subcontractor Name:	Subcontractor Phone:
Type of Work:	Portion of work to be done:
Subcontractor Name:	License No:
Subcontractor Address:	Classification:
Subcontractor Name:	Subcontractor Phone:
Type of Work:	Portion of work to be done:

Bidder may attach additional sheets as needed. Additional subcontractors shall be listed in the same format as above

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKERS' COMPENSATION**

WORK IDENTIFICATION: Tree Maintenance Services

Labor Code Section 3700, in pertinent part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

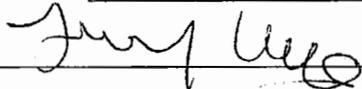
(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees?"

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-assurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 8/20/14

Contractor: Mariposa Landscapes, Inc.

By: 

Title: Terry Noriega, President

(In accordance with California Labor Code Section 1860, et seq., the above Certificate must be signed and filed with the City prior to performing any work under the Agreement.)

**ACKNOWLEDGMENT**

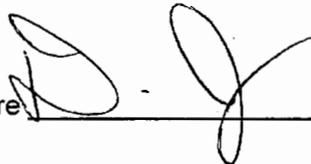
State of California  
County of Los Angeles )

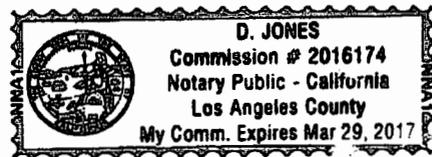
On August 20, 2014 before me, D. Jones  
(insert name and title of the officer)

personally appeared Terry Noriega,  
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in  
his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the  
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**NON-COLLUSION DECLARATION**

(Public Contract Code Section 7106)

TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President of Mariposa Landscapes, Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

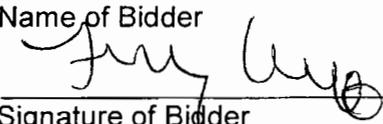
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/21/14 [date], at Irwindale [city], California [state].

Name of Bidder

Name of Bidder

Signature of Bidder

  
Signature of Bidder

15529 Arrow Highway, Irwindale, CA 91706  
Address of Bidder

ALL SIGNATURES MUST BE WITNESSED BY NOTARY  
(Attach appropriate executed form)

## ACKNOWLEDGMENT

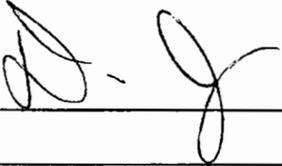
State of California  
County of Los Angeles )

On August 20, 2014 before me, D. Jones  
(insert name and title of the officer)

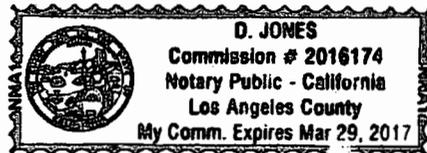
personally appeared Terry Noriega,  
who proved to me on the basis of satisfactory evidence to be the person(A) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/his/their authorized capacity(ies), and that by his/his/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(A) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





Consumer  
Affairs

State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE



License Number **592268**

Entity **CORP**

Business Name **MARIPOSA LANDSCAPES INC**

Classification **C27 A C61/D49**

Expiration Date **04/30/2016**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



# International Society of Arboriculture

## Certified Arborist.

*Dennis M. Jones*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist.

*D. Glenn*

Certification Board, Chair  
International Society of Arboriculture

*Jim Skiera*

Jim Skiera, Executive Director  
International Society of Arboriculture

<u>WE-5700A</u>	<u>Nov 18, 2000</u>	<u>Dec 31, 2015</u>
Certificate Number	Certified Since	Expiration Date

# International Society of Arboriculture

## Certified Arborist.

*Gulliver Jesus Erickson*

Having successfully completed the requirements established by the Certification Board of the International Society of Arboriculture™, the abobe named is hereby recognized as an ISA Certified Arborist.

*Skip Kivca*

Certification Board, Chair  
International Society of Arboriculture

*Jim Skiera*

Jim Skiera, Executive Director  
International Society of Arboriculture

WE-10288A	Nov 23, 2013	Dec 31, 2016
Certificate Number	Certified Since	Expiration Date

**BID BOND**

(in lieu of certified or cashier's check)

TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Mariposa Landscapes, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, acknowledge ourselves jointly and severally bound to the City of Moorpark, the obligee, for ten percent (10%) of the total bid, to be paid to said City if the Proposal shall be accepted and the Principal shall fail to execute the contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the contract documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 18th day of August, 2014.

Contractor Mariposa Landscapes, Inc.

By \_\_\_\_\_

Title President

By [Signature]

Title Secretary, Amber Van

Surety The Ohio Casualty Insurance Company

By [Signature]  
Jeffrey R. Gryde, Attorney-in-Fact

**ALL SIGNATURES MUST BE WITNESSED BY NOTARY**  
(attach appropriate executed forms)

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6347730

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey R. Gryde

all of the city of Laguna Niguel, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of November, 2013



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 12th day of November, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of August, 20 14



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

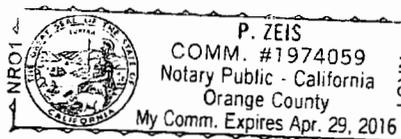
# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of Orange

On August 18, 2014 before me, **P Zeis, Notary Public**, personally appeared **Jeffrey R. Gryde** Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signers personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signers personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signers who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area remains, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
\_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

**ACKNOWLEDGMENT**

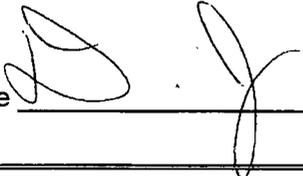
State of California  
County of Los Angeles )

On August 20, 2014 before me, D. Jones  
(insert name and title of the officer)

personally appeared Terry Noriega & Antonio Valenzuela  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in  
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





# CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

## ADDENDUM NO. 1

### 2014 Tree Maintenance Services Specifications August 5, 2014

The following changes, omissions, and/or additions to the project documents shall apply to proposals made for and to the execution of the various parts of the work affected thereby. All other terms and conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

In case of a conflict between Specifications and Contract Documents this Addendum shall govern.

NOTICE IS HEREBY GIVEN to all bidders and plan holders that the plans and specifications for the above described project are hereby amended as follows:

#### Project Specifications:

1. Page 3: Add " PROPOSAL FORMS AND SUBMITTAL". The deadline to present RFI's for the Tree Maintenance Services bids due August 21, 2014, is August 15, 2014, at 5:00 p.m.
2. Page 11: Change "BID SCHEDULE". Prospective bidders shall replace the BID SCHEDULE in the RFP dated July 2, 2014, with the attached BID SCHEDULE changing "General Pruning", "Milled Urban Lumber", and "Total Bid Amount" and make part of the Tree Maintenance Services Proposal due August 21, 2014, at 9:00 am.
3. Page 3: "PROPOSAL FORMS AND SUBMITTAL, PROPOSAL GUARANTEE". Prospective bidders may submit the Proposal Guarantee in the form of a certified or cashier's check or on the RFP Bid Bond form. The Proposal Guarantee shall be based on 10% of \$278,450 contract amount for one (1) year.
4. Page 6: "AWARD OF CONTRACT". Question: *How will a bidder be selected?*  
The award will be made to the Contractor who best meets the City's requirements and who offers the most advantages combination of price and the highest qualifications for all criteria described in the RFP.

Selection Criteria: Conduct necessary investigations made as to the responsibility and qualifications of the bidder.

Page 5, BIDDER QUALIFICATIONS: Possession of the following:

- 1) A State of California Contractor's License, Class C-27, C-61, and D-49; and
- 2) Arborist Certification issued by International Society of Arborist (ISA) at the time of bid submission.

Page 5, COMPETENCY OF BIDDER: In addition to the bidder's proposed compensation for services, consideration will be given to:

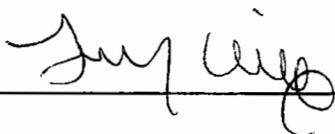
- 1) Capability and qualifications of the Contractor to perform the work including equipment, support facilities, and qualified personnel; and
- 2) Prior experience in performing services of similar size and scope in a competent and consistent manner including review of references of previous and current contracts; and
- 3) Financial stability and standing of Contractor, and proven competency of the bidder of the performance of the services covered by the bid.

**Acknowledgement of the addendum by signing and returning a copy with your bid is required. Failure to do so may result in the disqualification of your bid.**

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Company Name: Mariposa Landscapes, Inc.

Authorized Representative: Terry Noriega, President

Signature of Authorized Representative: 

Date: August 21, 2014

# ACKNOWLEDGMENT

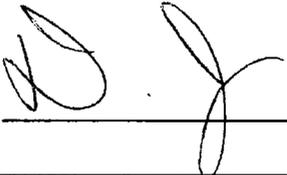
State of California  
County of Los Angeles

On August 20, 2014 before me, D. Jones  
(insert name and title of the officer)

personally appeared Terry Noriega  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



**BID SCHEDULE**

(Replaces Page 11 in RFP Dated July 2, 2014)

**TREE MAINTENANCE SERVICES  
URBAN FORESTRY CARE AND TRIMMING SERVICES**

The Bidder agrees to furnish all materials, supplies, equipment and/or services set forth herein, in accordance with the contract documents and specifications outlined in the Request for Proposal (RFP), at prices indicated below. All applicable services include cleanup and disposal.

1. **GRID OR ANNUAL TREE TRIMMING**

A systematic tree trimming program composed of pre-designed Landscape Maintenance Districts (LMD) and Parks that are trimmed annually. Trees in a grid will include all large, medium, and small trees. All trimming is performed in accordance with the standards established by the International Society of Arboriculture, American National Standards Institute, and the City.

Unit Price  
\$ \_\_\_\_\_

2. **FULL TRIM BASED ON SERVICE OR SPECIAL REQUESTS**

Trees requiring full trim based on service or special requests. All trimming is performed in accordance with the standards established by the International Society of Arboriculture, American National Standards Institute, and the City.

Size	Unit	Unit Price
0-6" dbh	per tree	\$ _____
7-16" dbh	per tree	\$ _____
17-24 dbh	per tree	\$ _____
25-36 dbh	per tree	\$ _____
37 dbh & over	per tree	\$ _____

3. **PALM TREE TRIMMING**

	Unit	Unit Price
Coco Palm, any size	per tree	\$ _____
Washingtonia Palm, any size	per tree	\$ _____
Canary island Date Palm, any size	per tree	\$ _____
Prune all other Palm Species		

4. **TREE REMOVAL**

	Unit	Unit Price
Complete tree and stump removal	per dbh	\$ _____
Tree removal only	per dbh	\$ _____
Stump only removal	per dbh	\$ _____

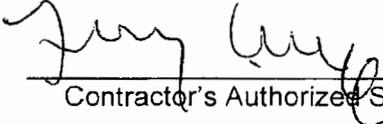
5. **TREE PLANTING**

	Unit	Unit Price
15 gallon tree with root barrier	per tree	\$ _____
15 gallon tree without root barrier	per tree	\$ _____
24 inch box tree	per tree	\$ _____
24 inch box tree without root barrier	per tree	\$ _____

6. **CREW RENTAL**  
Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.  
Per man hour \$ \_\_\_\_\_
7. **CREW RENTAL (overtime)**  
Standard maintenance crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.  
Per man hour \$ \_\_\_\_\_
8. **ARBORIST SERVICES**  
Arborist services provided by the hour as prescribed per these Specifications.  
Per hour \$ \_\_\_\_\_
9. **EMERGENCY CREW RENTAL**  
Crew of three (3) persons, one (1) chipper truck, one (1) aerial tower truck and chipper, and all necessary saws and hand tools.  
Per man hour \$ \_\_\_\_\_
10. **TREE INVENTORY**  
GPS/GIS Tree Inventory Per tree site \$ \_\_\_\_\_
11. **STANDARD (Non-GPS) TREE INVENTORY**  
Provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree planting site location.  
Program cost \$ \_\_\_\_\_
12. **ISA CERTIFIED ARBORIST**  
Arborist available upon request Per hour \$ \_\_\_\_\_
13. **Annual Tree Inspection (Hazard) Report**  
Provide a written annual inspection of City trees that identifies problems and provides hazard mitigation measures.  
Per hour \$ \_\_\_\_\_
14. **Removal and Processing of Milled Urban Lumber**  
25" to 30" dbh Per board foot \$ \_\_\_\_\_  
31" to 36" dbh Per board foot \$ \_\_\_\_\_  
Over 37" dbh Per board foot \$ \_\_\_\_\_

**TOTAL COST FOR THIS BID SCHEDULE \$ \_\_\_\_\_**

I, the undersigned agree to furnish and install work as identified in this Proposal, and as described in the contract documents for the amounts shown on Bid Schedule.

  
\_\_\_\_\_  
Contractor's Authorized Signature



# CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

## ADDENDUM NO. 2

2014 Tree Maintenance Services Specifications  
August 5, 2014

The following changes, omissions, and/or additions to the project documents shall apply to proposals made for and to the execution of the various parts of the work affected thereby. All other terms and conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

In case of a conflict between Specifications and Contract Documents this Addendum shall govern.

NOTICE IS HEREBY GIVEN to all bidders and plan holders that the plans and specifications for the above described project are hereby amended as follows:

### Project Specifications:

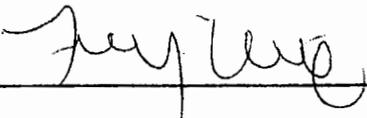
1. Question: *Request a copy of the last contract that was awarded for the Tree Maintenance Services?* The July 31, 2000, Agreement with four (4) Amendments to the Contract is attached for review.

**Acknowledgement of the addendum by signing and returning a copy with your bid is required. Failure to do so may result in the disqualification of your bid.**

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Company Name: Mariposa Landscapes, Inc.

Authorized Representative: Terry Noriega, President

Signature of Authorized Representative: 

Date: August 21, 2014

**ACKNOWLEDGMENT**

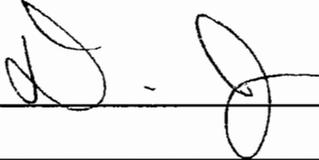
State of California  
County of Los Angeles )

On August 20, 2014 before me, D. Jones  
(insert name and title of the officer)

personally appeared Terry Noriega,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

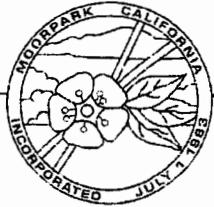
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



# CITY OF MOORPARK



PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

## ADDENDUM NO. 3

2014 Tree Maintenance Services Specifications  
August 15, 2014

The following changes, omissions, and/or additions to the project documents shall apply to proposals made for and to the execution of the various parts of the work affected thereby. All other terms and conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

In case of a conflict between Specifications and Contract Documents this Addendum shall govern.

NOTICE IS HEREBY GIVEN to all bidders and plan holders that the plans and specifications for the above described project are hereby amended as follows:

### Project Specifications:

Page 1: Error "PUBLIC NOTICE GIVEN". **Tuesday, August 21, 2014, is incorrect. Correct Day is: Thursday, August 21, 2014**

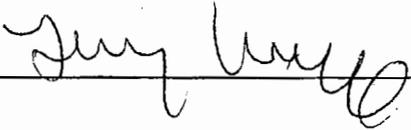
**Paragraph replaced as follows:** PUBLIC NOTICE IS HEREBY GIVEN that the City of Moorpark ("City"), invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 799 Moorpark Avenue, Moorpark, California, 93021 on **Thursday, August 21, 2014, up to the hour of 9:00 a.m.** at which time they will be publicly opened and read. The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.

**Acknowledgement of the addendum by signing and returning a copy with your bid is required. Failure to do so may result in the disqualification of your bid.**

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Company Name: Mariposa Landscapes, Inc.

Authorized Representative: Terry Noriega, President

Signature of Authorized Representative: 

Date: August 21, 2014

**ACKNOWLEDGMENT**

State of California  
County of Los Angeles )

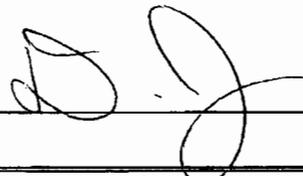
On August 20, 2014 before me, D. Jones  
(insert name and title of the officer)

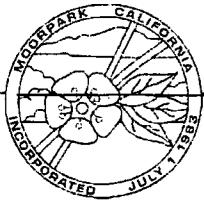
personally appeared Terry Noriega  
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in  
his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the  
person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)



# CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021  
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

## ADDENDUM NO. 4

2014 Tree Maintenance Services Specifications  
August 15, 2014

The following changes, omissions, and/or additions to the project documents shall apply to proposals made for and to the execution of the various parts of the work affected thereby. All other terms and conditions shall remain the same.

Careful note of the Addendum shall be taken by all parties of interest so that the proper allowances may be made in strict accordance with the Addendum, and that all trades shall be fully advised in the performance of the work which will be required of them.

In case of a conflict between Specifications and Contract Documents this Addendum shall govern.

NOTICE IS HEREBY GIVEN to all bidders and plan holders that the plans and specifications for the above described project are hereby amended as follows:

### Project Specifications:

Page 3: **PROPOSAL GUARANTEE:** Error, *total bid price for year one (1) incorrect. Correct total bid price for two (2) years.* Should read:

#### PROPOSAL GUARANTEE

Bid proposals must be accompanied by a certified or cashier's check, or bidder's bond, made payable to the City of Moorpark in the amount of ten percent (10%) of the **total bid price for two (2) years**. This bond or check will constitute a guarantee that the bidder will, if an award is made to him/her in accordance with the terms of said bidder's proposal, provide all licenses, insurance, and bonds as identified in this Request for Proposal and execute a contract on the City's standard form

**Acknowledgement of the addendum by signing and returning a copy with your bid is required.** Failure to do so may result in the disqualification of your bid.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Company Name: Mariposa Landscapes, Inc.

Authorized Representative: Terry Noriega, President

Signature of Authorized Representative: 

Date: August 19, 2014

JANICE S. PARVIN  
Mayor

ROSEANN MIKOS, Ph.D.  
Councilmember

KEITH F. MILLHOUSE  
Councilmember

DAVID POLLOCK  
Councilmember

MARK VANDAM  
Councilmember

**ACKNOWLEDGMENT**

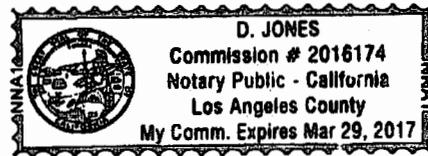
State of California  
County of Los Angeles )

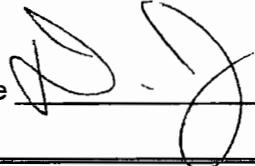
On August 20, 2014 before me, D. Jones  
(insert name and title of the officer)

personally appeared Antonio Valenzuela,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in  
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature 

(Seal)

## EXHIBIT C

### SCOPE OF WORK

The Contractor shall follow all guidelines and procedures needed to provide for the care and protection of City trees in order to promote the health, safety, welfare, and quality of life for all City residents and visitors.

#### A. TREE INSPECTIONS:

1. On an annual basis, contractor shall provide a written inspection report of all City trees that identifies each tree species, location, size and overall condition and problems. On an annual basis, or as requested by the City designated representative, all City trees shall be inspected for structural problems. Trees with such defects shall be reported in the City's written tree inspection report, and assigned a formal inspection date based on the degree of risk associated with each tree's particular defects. The report will also provide hazard mitigation measures and recommendations
2. The Contractor shall use consistent procedures to inspect all trees in order to ensure that inspections are done in a consistent and regular manner.
3. Contractor shall conduct tree hazard assessments from the ground, when adequate information is available. When inadequate information cannot be gathered from the ground, an aerial inspection maybe required.

#### B. TREE MAINTENANCE:

1. Prohibited maintenance practices
  - a. Excessive pruning, except for clearance pruning of utility lines, traffic or abating a public nuisance.
  - b. Topping.
  - c. Other action that could lead to the death of a tree or could permanently damage its health, including but not limited to cutting, poisoning, over-watering, unauthorized relocation or transportation of a tree, or trenching, excavating, altering the grade, or paving within the dripline area of a tree.
2. Standards for Pruning City Trees

All work on City trees shall be in accordance with the most current edition of the following industry standards: ANSI A300-1995, Appendix G and ANSI Z133.1-1994.

### 3. Pruning Mature City Trees

Pruning mature trees consist of crown cleaning, crown thinning, crown raising, crown restoration, crown reduction, and utility pruning. Climbing and pruning practices shall not injure the tree except for the pruning cuts.

4. Contractor shall reduce the probability of insect infestation, disease, or infection, by following seasonal restrictions, except when public safety is a concern:
  - a. Pine (*Pinus* spp.) or Elm (*Ulmus* spp.): do not prune March through October.
  - b. All species: do not prune during the flush of spring shoot growth.
  - c. Trees with thin bark: do not prune in summer when sunscald injury may be a factor.
  - d. Deciduous trees: best pruned November through February.
  - e. Hazardous trees of any species may be pruned any time of the year for abatement reasons.

### 5. Pruning Distressed City Trees

Contractor shall avoid additional injury to distressed trees

- a. If a City tree has been damaged by injury or disturbance, pruning shall be delayed until deadwood becomes evident. Crown cleaning is then recommended.
- b. City trees that have received little or no care or maintenance may need moderate crown thinning, reduction of end weights, or entire crown restoration.

### 6. Pruning Young City Trees

Contractor shall prune young City trees during the second year after planting to improve their structure, and only minor crown cleaning every three to seven years thereafter. Branches shall be spaced at least 18 inches apart to alleviate tight grouping branches.

### 7. Wildlife Avoidance / Migratory Bird Treaty Act Compliance

Contractor shall determine the optimal time to prune when considering the health interests of the trees and when trying to avoid bird nests. Contractor shall follow all State and federal regulations prohibit the disturbance and destruction of many active bird nests.

### 8. Insect and Disease Control

Contractor shall report any insects or disease may lead to the death of a City tree.

## 9. Woodchips or Mulch

Contractor generated woodchips or mulch from trimming operations within the City may be dumped and spread at a City designated site upon specific permission from the City's Designated Representative.

Contractor shall provide and submit estimated tonnage of woodchips generated annually (January to December) to the City Designated Representative.

## 10. Milling Urban Lumber

At the direction of the City's Designated Representative, large tree trunks, which meet proper specifications, will be required to be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

## C. CITY HARDWOOD TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning varies based on the type or purpose of pruning.

1. General Specifications for hardwood tree pruning.
  - a. Contractor shall consult with the City Arborist before making any cuts that could result in permanent disfigurement of the structure of any tree
  - b. City trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of fourteen feet, six inches (14' 6") above the paved surface of the street and fourteen (14) feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the City Arborist.
  - c. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
  - d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
  - e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and

wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected, and shall not exceed ½ inch from the hardscape surface being edged.

- f. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce
- k. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
- l. Selectively prune branches that are within five (5) feet of a structure.
- m. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Arborist to do otherwise.
- o. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
- p. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All major pest problems shall be promptly reported to the City.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.

- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
- w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.

## 2. Prune Classifications for City Hardwood Trees

- a. Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than 30% of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:
  - b. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
  - c. Crown Thinning: Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to 30% of the live foliage may be removed unless directed otherwise by the City Arborist.
  - d. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving

limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.

- e. **Crown Restoration:** Crown Restoration is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.
- f. **Crown Raising/Clearance Prune:** A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:
- g. **Crown Raising:** Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- h. **Clearance Prune:** Clearance prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune".

### 3. Pruning Specifications for individual Hardwood Species

- a. **General Trimming and Shaping of Conifers:** Two basic classes of conifers can be found in Moorpark, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to 30% of the live foliage may be removed unless directed otherwise by the City Arborist.
- b. Contractor shall avoid damaging the central leader on all conifers. In specific cases the City Arborist may direct the contractor to remove the central leader in an effort to limit the height of specific trees.
- c. At the time of pruning, the City Arborist shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
- d. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.
- e. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

- f. General Trimming and Shaping of Broadleaf Trees: Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City Arborist and in accordance with the following:
- g. Cut to laterals to preserve the natural form of the tree leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and to allow light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
- h. In specific cases the City Arborist may direct the contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
- i. Trim to remove dead wood or weak diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- j. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- k. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

**D. PEPPER TREE MAINTENANCE SERVICES: (Historical High Street)**

Historical High Street population of fifty (50) California Pepper (*Schinus molle*) Trees are protected under the 2007 California Pepper Tree Maintenance Plan (CPTMP) and all tree maintenance services for the management of the Pepper trees shall follow the CPTMP prescribed procedure(s) the Contractor Performance Requirements in Exhibit A, and Exhibit B, Scope of Work.

1. The CPTMP specifications for High Street Pepper tree maintenance services are outlined below:
  - a. Contractor must comply with the MBTA and California Fish and Game Code Sections 3503, 3503.5, and 3800.
  - b. Prior to tree maintenance activities, The City's wildlife biologist will conduct a nesting survey consisting of two (2) surveys conducted on separate days, within 72 hours immediately preceding tree maintenance activities, e.g., trimming branches or tree removal. If pre-maintenance nesting surveys result in the location of active nests, no tree maintenance procedures shall take place in the tree with the active nest until such time as the young have fledged and become independent of the nest. The City's biologist shall determine if a buffer area should be established around the tree with the active nest.
  - c. Contractor trimming and thinning services shall be conducted approximately every six (6) months.

- d. All pruning and maintenance applied to the High Street California pepper trees, as described in the CPTM, shall be done under the supervision of a certified arborist.
- e. All maintenance tasks and procedures shall be carried out accordingly as described within the CPTM.
- f. All pruning and maintenance applied to the High Street California pepper trees shall follow Section A, Hardwood Tree Pruning specifications.
- g. Pepper tree removal applied to the High Street California pepper trees shall follow Section D, Tree Removal specifications.
- h. Contractor is responsible for Pepper tree replacement on High Street within sixty (60) days subsequent to the removal. The Contractor shall purchase a 24-inch box replacement Pepper tree (*Schinus molle*) and plant per Section F, Tree Planting and Young Trees. The Replacement tree shall be planted at the same location as the removed tree unless a different location is directed by the City representative.

## 2. High Street Pepper Tree Management Categories

- a. Young Trees: recently planted sites and sites with young expanding tree canopies
- b. Shade Trees: where canopy is sufficient to produce abundant protection from solar radiation and yet not restrict pedestrian or vehicular traffic
- c. Veteran Trees: tall, broad canopies that merit ongoing preservation by managing their growth for threats to biological health or mechanical stability
- d. Senescent Trees: considered to contain less than ten percent (10%) live tissues determined by mass, and cannot be rehabilitated or restored to veteran or shade tree status, do not merit preservation, and require removal.

## 3. Tree Maintenance Services

### Shade Trees Maintenance Services

- a. Inspect tree health and stability
- b. Pruning treatments to maintain clearance and manage weight distribution
- c. Pruning treatment to establish a redundant branching hierarchy throughout the canopy
- d. Promote an upward growth of the canopy

- e. Avoid heading-back terminal ends
- f. Prune to avoid excessive foliage on the limbs
- g. Conduct Specialized pruning or other treatments to correct or respond to unforeseen circumstances

#### Veteran Trees Maintenance Services

- a. Inspect tree health and stability
- b. Pruning treatments to manage load and weight distribution
- c. Pruning treatments to reconstruct the tree canopy
- d. Promote an upward growth of the canopy
- e. Avoid heading-back terminal ends
- f. Prune to avoid excessive foliage on the limbs
- g. Conduct specialized pruning or other treatments to correct or respond to unforeseen circumstances such as:
  - 1) Crown reconstruction pruning techniques
  - 2) Extensive Crown reduction
  - 3) Reduction of long vertical and horizontal limbs

#### Senescent Trees Maintenance Services

- a. Inspect tree health and stability
- b. Pruning treatments to manage load and weight distribution
- c. Promote an upward growth of the canopy
- d. Avoid heading-back terminal ends
- e. Prune to avoid excessive foliage on the limbs
- f. Follow the City's Arborist specific tree maintenance service recommendations
- g. Conduct Specialized pruning or other treatments to correct or respond to unforeseen circumstances such as:
  - 1) Crown reconstruction pruning techniques
  - 2) Extensive Crown reduction
  - 3) Reduction of long vertical and horizontal limbs

E. CITY PALM TREE PRUNING:

Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

1. The specifications for the pruning of City palm trees are as follows:

- a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay; inspect grass, bird nesting or any other condition suggestive of a structural abnormality.

Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City Arborist immediately.

- b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree. At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City of Moorpark. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties.

Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*).

The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm will result in severe contract penalties.

Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

- d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and as to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

F. CITY TREE REMOVAL:

1. TREE REMOVAL GUIDELINES

Contractor shall report conditions in which a City tree requires removal such as:

- a. The tree is in a state of decline due to disease or insect pest for which there is no likelihood of a cure.
- b. The tree poses a safety risk that cannot be corrected or where an unreasonable safety risk would be created by the construction process or root pruning.
- c. Where work improvements required to be made around the tree will likely kill the tree or render it a hazardous tree.
- d. Where tree preservation is not cost effective compared to the tree's monetary value.
- e. The tree poses a public nuisance because of its species, size, location, fruit and seed drop, limb breakage or other objectionable conditions.
- f. The aesthetic value of the tree is extremely low, or where the tree interferes with the growth and development of a more desirable tree.
- g. Structural defects in the tree, including branches, trunk and roots.
- h. Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system. The Contractor shall comply with all general specifications standards described herein.
- i. The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
- j. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City Arborist or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs

once the process of removing a tree and/or associated root grinding begins.

- k. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
- l. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized.
- m. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to free-fall and create damage of any type. Loss of control incidents shall be penalized.
- n. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City of Moorpark. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City.
- o. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- p. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.
- q. The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

G. CITY TREE ROOT PRUNING SPECIFICATIONS:

Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated. Root pruning cuts adjacent to the sidewalk shall be four (4) inches wide, twelve (12) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four (4) inches wide, eighteen (18) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the curb or other improvements.

Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking the sidewalk.

After the pruning cut has been completed, all cuts shall be backfilled immediately upon completion of root pruning at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right-of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day.

The Contractor shall be responsible for contacting Underground Services Alert for locating underground utilities prior to beginning the pruning operation.

#### H. CITY TREE PLANTING & YOUNG TREE CARE:

##### 1. City tree planting stock and materials quality

- a. All trees installed within the City shall conform to ANSI Z60.1-1996.
- b. Plants shall be sound, healthy, vigorous, and free of plant disease and insect pests and their eggs.
- c. Container stock shall be grown for at least eight months in containers, and shall not be root bound or have girdling roots.
- d. Trees shall not have been topped.

##### 2. City Tree Planting: Tree planting consists of the installation of nursery stock container trees supplied by the Contractor.

- a. The Contractor shall comply with all general specifications standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
- d. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or

fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.

- e. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City designated representative for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- f. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
- g. The Contractor shall install the tree so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- h. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10%) percent well decomposed organic fines.
- i. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- j. The Contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2) , two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to

the stakes using City approved tree ties. Tree ties shall be installed in a figure eight fashion to support the tree to the stakes at the bending point of the trunk.

- k. The Contractor shall not use hoses, equipment or water from private properties while installing or watering-in new trees.

~~I. CITY TREE INVENTORY:~~

~~1. Standard (Non-GPS) City Tree Inventory~~

~~The Contractor shall provide the City access to a record keeping system consisting of an Internet based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract.~~

~~The Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.~~

~~2. GPS Tree Inventory~~

~~The Contractor will provide a GPS tree inventory created with a new database with tree inventory created using the City's standardized addressing system for all City trees. The inventory will identify the trees by their global coordinates of longitude and latitude. The new inventory shall be created using GPS devices by visiting each site and shall be capable of showing the actual GEO location of every tree within the existing tree sites and vacancies. Contractor shall be required to create and provide to the City an ESRI ArcView/ArcGIS shape file, compatible with the latest version of ArcView, or other file as determined by the City, with accuracy no more than one (1) meter deviation from the actual position of the tree. The City will receive a complete listing of all sites inventoried, both in hard copy and in digital format, and shall be compatible with the City's GIS program. Contractor shall update the GPS inventory when trees have been scheduled for removal or replacement.~~

~~3. City Tree Inventory Contractor Experience~~

~~The Contractor shall have at a minimum five (5) years of experience in collecting City tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program~~

~~should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user friendly program should allow customers to generate a variety of reports quickly.~~

#### ~~4. Technical Support and Maintenance~~

~~The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner~~

#### J. ANNUAL CITY TREE INSPECTION

Contractor shall provide an inspection of City trees that identifies problems and provides hazard mitigation measures. On an annual basis, or as requested by the City Representative, all City trees shall be inspected for structural problems. Trees with such defects shall be noted in the City's tree inspection report, and assigned a formal inspection date based on the degree of risk associated with each tree's particular defects.

When inspecting trees, consistent procedures shall be used to inspect all trees in order to ensure that inspections are done in a consistent and regular manner.

While most tree hazard assessments can be conducted from the ground, there are times when an aerial inspection is necessary. Aerial inspections shall be done when adequate information cannot be gathered from the ground.

The goals of the tree inspection program include:

1. Document tree structure and health.
2. Schedule tree maintenance work.
3. Improve tree structure and health.
5. Reduce tree loss and liability.
  - a. Trees shall be examined for the following:
    - Unbalanced crown
    - Weak or yellowing foliage
    - Defoliation
    - Dead or broken branches
    - Poor branch attachment

- Lean
- Pruning scars
- Trunk scars
- Rot/cavity
- Cracks
- Girdling roots
- Exposed surface roots
- Trenching/grade change
- Pests/Disease

~~K. GPS TREE INVENTORY SCOPE OF WORK~~

~~The Contractor shall provide the City an Internet Based Tree Inventory Software Program with Global Positioning System (GPS) and Geographical Information System (GIS) record keeping system consisting of an Internet based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree planting site location within the Landscape Maintenance Districts, City parks, City facilities, open space areas, and various miscellaneous City properties as directed by the City representative.~~

~~The tree inventory software program shall be an Internet driven tracking program with the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species and Global Positioning System (GPS) coordinates of longitude and latitude for all trees in public spaces.~~

~~The collected tree Inventory data shall be compatible with the City of Moorpark's Geographical Information System (GIS) and shall identify trees by their global coordinates of longitude and latitude by visiting each site using a GPS device to show the actual GEO location of every tree.~~

~~By using the City's standardized addressing system the recorded data shall be compatible to create and provide an ESRI ArcView/ArcGIS shape file, using the latest version of ArcView, or other file as determined by the City, with accuracy no more than one (1) meter deviation from the actual position of the tree.~~

~~The Contractor performing the tree inventory containing GPS/GIS data shall have at a minimum five (5) years of experience in collecting City tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The GPS/GIS Attributes to be collected by Contractor field personnel shall include, but is not limited to:~~

- ~~Tree Number~~
- ~~City District/Grid/LMDs/Parks/Open space Areas/Residential~~
- ~~Street~~
- ~~Location by Address~~
- ~~Location by GIS~~
- ~~Species by botanical name & common name~~
- ~~Tree diameter~~
- ~~Tree height~~
- ~~Recommended Maintenance Classification~~
- ~~Existing overhead Utilities~~
- ~~Parkway Size~~
- ~~Parkway Type~~
- ~~Sidewalk damage~~

~~The information contained in inventory shall be linked directly to the City Geographical Information System (GIS) program using a handheld computer and a backpack GPS receiver. The inventory collector shall use software that is compatible with ESRI ArcView/ArcGIS shape file, with the latest version of ArcView, or other file as determined by the City, with accuracy no more than one (1) meter deviation from the actual position of the tree to allow input of the data base to the City's GIS program.~~

~~The Tree Inventory with GPS and GIS data shall be collected to a record keeping system consisting of a tree inventory software program with the capability to produce detailed listings of tree and site information, coordinates of longitude and latitude work histories, service requests, summary reports, and pictures of City tree species for all trees in public spaces.~~

~~The City shall receive a complete listing of the total number of trees inventoried, and the completed tree inventory report both in hard copy and in digital format.~~

~~The Contractor shall update the inventory when trees have been scheduled for removal or replacement at no additional cost.~~

~~The tree inventory program shall be capable of providing specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to the City. The user friendly program shall be able to generate a variety of reports quickly.~~

~~The tree inventory information shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals.~~

~~The Contractor shall provide software support to the City for the entire term of the contract by providing routine maintenance, archive, backup, restore and disaster recovery procedures as needed. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner. The Contractor shall provide software support to the City for the entire term of the contract at no charge.~~

~~All Tree Inventory data including GPS and GIS collected information and all additional updated information collected during the Contract term shall become the property of the City of Moorpark.~~